

1. CONTRACT ID CODE		1	4
ENDMENT OF SOLICITATION/MODIFICATION OF CONTRA			

4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.	
1	15-Jul-2004		
6. ISSUED BY	CODE	7. ADMINISTERED BY	CODE

JS Army Corps of Engineers, Kansas City District
760 Federal Building, 601 East 12th Street
Kansas City, Missouri 64106-2896

9a. AMENDMENT OF SOLICITATION NO.	
W912DQ-04-B-0009	
9B. DATED	(SEE ITEM 11)
6/19/2004	
10A. MODIFICATION OF CONTRACT/ORDER NO.	
10B. DATED	(SEE ITEM 13)
CODE	FACILITY CODE
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above number solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

1
(If required)

THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORD	
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM	
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B. THE ABOVE NUMBER CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES appropriation date, etc.)	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
D. OTHER (Specify type of modification and authority)	

Contractor is not,	is required to sign this document and return
(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)	

Wetland Habitat Restoration Project
Rathbun Lake, Iowa

- The Solicitation is amended in accordance with the attached pages.
- Bid will be received until 2:00 pm, 27 July 2004 in room 760 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106-2896

(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		RY	

CAUTION: THIS AMENDMENT POSTPONES THE BID OPENING DATE TO 27 JULY 2004. TIME AND LOCATION OF BID OPENING REMAIN UNCHANGED.

1. SOLICITATION NO. W912DQ-04-B-0009 is amended as follows:

SPECIFICATIONS: Narrative Changes:

a. SF1442: Item No. 13A: The Bid Opening Date is changed from "22 July 2004" to "27 July 2004".

b. The following clauses are added to Section 00800 – SPECIAL CONTACT REQUIREMENTS:

(1) "52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of ~~\$125,000.00~~ has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from

exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)"

(2) "252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the 3-AMDT. 0001

FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

(End of clause)"

b. DRAWINGS: Narrative Change:

Sheet C6.4: TYPICAL PLAN VIEW DETAIL OUTLET CHANNEL RIPRAP:

The Downstream Riprap Extent Dimension, "9350 mm" (and the associated dimension lines) are deleted in their entirety.

2. Bidders are required to acknowledge receipt of this amendment on the Bid Form, in the space provided, or by separate letter or telegram prior to receipt of bids. Failure to acknowledge all amendments may cause rejection of the bid.

3. Bids will be received until 2:00 p.m. local time at place of receipt of offers, 27 July 2004 in Room 760, Federal Building, 601 E. 12th Street, Kansas City, Missouri 64106-2896.